

STATE OF MAINE DEPARTMENT OF EDUCATION
CHILD NUTRITION PROGRAMS
ARRA FOOD SERVICE EQUIPMENT ASSISTANCE AGREEMENT

In order to effectuate the purposes of the National School Lunch Act and the Child Nutrition Act of 1966 (Public Law 89-642, 80 Stat. 885), the parties mentioned below agree as herein set forth. This contract shall carry out the terms and conditions of the agreement between the State of Maine Department of Education and the School Administrative Unit (SAU).

The State Department of Education (herein called the "State Agency") and the _____ Superintendent or School Committee or Board of Directors, Administrative Unit (herein called the "SAU"), on this _____ day of _____, 20____, agree as follows:

THE STATE AGENCY AGREES TO:

Reimburse the SAU, to the extent of funds available, in connection with the cost of obtaining large equipment (valued at \$5,000.00 or more) to establish, expand and maintain school food service programs operating under the Child Nutrition and the National School Lunch Acts.

THE SAU AGREES TO:

1. Conduct a non-profit food service under the National School Lunch Act.
2. Use equipment, obtained with the ARRA funds, principally in connection with lunch programs operated under the National School Lunch Act of the Child Nutrition Act.
3. Submit to the State on the prescribed form, a claim for reimbursement in accordance with instructions.
4. Maintain full and accurate financial records, maintenance and inventory records, and keep such records for a period of three years after the end of the fiscal year to which they pertain.
5. Make available to the State Agency for examination and audit at any reasonable time and place, all accounts and records pertaining to operations under this Agreement.

This Agreement may be terminated upon 10 days notice on the part of either party hereto, and the State Agency may terminate this Agreement immediately upon receipt of evidence that the terms and conditions of this Agreement have not been fully complied with by the SAU. In

either case, records maintained in accordance with Item 4, and audits permitted in accordance with Item 5, of this Agreement.

This Agreement shall be effective for the period commencing the _____ day of _____, 20____, and ending the following September 30, 2009 unless terminated sooner: provided, however, that the provisions on record-keeping in Item 4 of this Agreement shall continue effective for the periods therein specified.

The SAU understands that in any school, which operates its food or milk service under a contractual arrangement with a concessionaire or food management company or under similar arrangement, is only eligible for participation in the program to the extent that the SAU does directly operate that segment of food services for which equipment is requested.

SAU
(Superintendent, School Committee
or Board of Directors)

Department of Education
State Agency

By _____
Superintendent of Schools

Director, Child Nutrition Services